

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA6	Page 1 of 50
2. Contract No.		3. Solicitation No. W52P1J-04-R-0258		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2005MAR10	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By HQ AFSC AMSFS-CCA-M ROCK ISLAND, IL 61299-6500 BLDGS 350 & 390			Code W52P1J	8. Address Offer To (If Other Than Item 7)		

SOLICITATION

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in AMSFS-CC BLDG 350 CONTRACTING CTR until 04:00pm (hour) local time 2005APR12 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:		Name CARL MCDONALD E-mail address: MCDONALDC@AFSC.ARMY. MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309)782-3916
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter		Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)	
15B. Telephone Number (Include Area Code)		15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature	
				18. Offer Date	

AWARD (To be completed by Government)

19. Accepted As To Items Numbered		20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	
24. Administered By (If other than Item 7)			25. Payment Will Be Made By	
Code			Code	
SCD PAS ADP PT				
26. Name of Contracting Officer (Type or Print)			27. United States Of America _____ (Signature of Contracting Officer)	
			28. Award Date	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.252-4500 LOCAL	FULL TEXT CLAUSES	SEP/1997

1. This contract incorporates one or more clauses and provisions by reference, with the same force and effect as if they were set forth in full text. Upon request the Contracting Officer will make their full text available.

2. The entire body of full text regulatory and command unique clauses and provisions will no longer be included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been incorporated by reference three astericks are put in its place (***).

3. You can view or obtain a copy of the clauses and provisions on the internet at:
www.afsc.army.mil/ac/aais/ioc/clauses/index.htm. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.

4. All full text clauses have a 6 or 7 as the third digit of the clause number (i.e. AS7000).

(End of clause)

(AS7001)

EXECUTIVE SUMMARY

1. THIS REQUIREMENT IS FOR THE FOLLOWING ITEM: CHARGE DEMOLITION ROLL, 7 OUNCE SHEET, PART NUMBER: MIL-E-46676, NSN: 1375-01-038-6885.

2. THIS SOLICITATION WILL INCLUDE RANGE PRICING AS SET FORTH IN EXHIBIT B AND INSTRUCTIONS IN SECTIONS L AND M.

3. PRICING TEMPLATES (EXHIBIT B) WILL BE REQUIRED IN LIEU OF SECTION B PRICING.

4. THIS SOLICITATION WILL RESULT IN A FULL AND OPEN, FIRM FIXED PRICE, FIVE-YEAR INDEFINITE-DELIVERY/ INDEFINITE-QUANTITY (IDIQ) CONTRACT. PRICING OF EACH ORDER WILL BE BASED UPON RANGES OF PRICES/QUANTITIES SUBMITTED BY THE OFFEROR ON EXHIBIT B. UNIT PRICES WILL BE EFFECTIVE FOR EACH CALENDAR YEAR. HOWEVER, THE FIRST YEAR PRICES WILL BE VALID FROM DATE OF AWARD TO 31 DECEMBER 2005. THE SUBSEQUENT YEARS (2 THRU 5) WILL BE VALID FROM 1 JANUARY TO 31 DECEMBER. THE GOVERNMENT DOES NOT GUARANTEE QUANTITY IN ANY GIVEN YEAR OF THE CONTRACT PERIOD (IF THE REQUIREMENTS FOR ANY GIVEN YEAR ARE ZERO (0), THE GOVERNMENT IS NOT RESPONSIBLE/LIABLE FOR ANY COSTS THAT THE CONTRACTOR MAY INCUR, NOR SHALL THEIR BE ANY BASIS FOR AN EQUITABLE ADJUSTMENT). DELIVERY ORDERS PLACED AGAINST THE CONTRACT WILL REFLECT THE APPLICABLE UNIT PRICES FOR THE CUMULATIVE QUANTITIES AWARDED AT THE TIME THE DELIVERY ORDER IS PLACED. AT THE END OF EACH CALENDAR YEAR, ALL DELIVERY ORDERS AWARDED DURING THAT CALENDAR YEAR WILL BE MODIFIED TO REFLECT THE APPROPRIATE RANGE PRICING ASSOCIATED WITH THAT YEAR'S TOTAL (CUMULATIVE) PRODUCTION QUANTITY, AND THE TOTAL CONTRACT AMOUNT WILL BE ADJUSTED ACCORDINGLY. CONTRACT AWARD WILL BE LIMITED TO QUALIFIED MANUFACTURERS ONLY. SPECIFICATION MIL-E-46676 CONTAINS COMPLETE REQUIREMENTS FOR TESTING AND QUALIFYING FLEXIBLE EXPLOSIVE FOR THE QUALIFIED PRODUCTS LIST (REF: AUTOMATED DATA LIST (ADL) 10001-2114203) AND IS AVAILABLE UPON REQUEST. ALL QUALIFICATION EXPENSES ARE THE RESPONSIBILITY OF THE POTENTIAL OFFEROR. AWARD WILL BE MADE ONLY IF THE OFFEROR, THE PRODUCT/SERVICE OR THE MANUFACTURER MEETS QUALIFICATION REQUIREMENT AT TIME OF AWARD, IN ACCORDANCE WITH FAR CLAUSE 52.209-1.

5. ALL OFFERORS ARE CAUTIONED TO PAY SPECIFIC ATTENTION TO SECTION L, "INSTRUCTIONS FOR PROPOSAL PREPARATION". OFFERORS SHOULD READ SECTION M, IN ITS ENTIRETY. THIS ACQUISITION WILL BE AWARDED BASED ON THE EVALUATION OF PRICE ONLY. OFFERORS SHOULD ALSO TAKE SPECIAL NOTICE OF THE PROVISION AT FEDERAL ACQUISITION REGULATION (FAR) 52.215-1, INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION. THE GOVERNMENT INTENDS TO AWARD A CONTRACT RESULTING FROM THIS SOLICITATION WITHOUT DISCUSSIONS WITH OFFERORS (EXCEPT CLARIFICATION DESCRIBED IN FAR 15.306(A)). INITIAL PROPOSALS SHALL CONTAIN THE OFFEROR'S BEST TERMS FOR PRICE. THE GOVERNMENT RESERVES THE RIGHT TO CONDUCT DISCUSSIONS IF DETERMINED NECESSARY BY THE PROCURING CONTRACTING OFFICER.

6. OFFERORS ARE CAUTIONED TO ENSURE THAT THEIR PROPOSALS ARE COMPLETE, INCLUDING ALL FILL-INS AND BLANKS IN THE SOLICITATION. THIS ALSO INCLUDES WRITTEN APPROVAL FROM THE COGNIZANT CONTRACTING OFFICER FOR USE OF GOVERNMENT FACILITIES AND EQUIPMENT. HOWEVER, PLEASE NOTE THAT PRICES ARE NOT FILLED IN ON SECTION B; INSTEAD COMPLETION OF EXHIBIT B IS REQUIRED.

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7. OFFERORS ARE DIRECTED TO THE PROVISION IN SECTION L REGARDING CENTRAL REGISTRATION (CCR). FAILURE TO REGISTER IN THE CCR WILL PRECLUDE AN OFFEROR FROM RECEIVING AN AWARD UNDER THIS SOLICITATION.
8. THIS EXECUTIVE SUMMARY IS PROVIDED AS AN ADMINISTRATIVE CONVENIENCE AND IS NOT INTENDED TO ALTER THE TERMS AND CONDITIONS OF THE SOLICITATION IN ANY WAY. ANY INCONSISTENCIES BETWEEN THIS EXECUTIVE SUMMARY AND OTHER SOLICITATION PROVISIONS SHALL BE RESOLVED IN FAVOR OF THE SOLICITATION PROVISIONS.
9. THE GOVERNMENT INTENDS TO INITIALLY PURCHASE 29,944 FEET, WHICH EQUATES TO 394 ROLLS AT 76 FEET PER ROLL.
10. REFERENCE IS MADE TO CLAUSE I-103, FAR52.216-18, "ORDERING". FOR THE PURPOSE OF ORDERING UNDER THIS CONTRACT, THE ARMY FIELD SUPPORT COMMAND IS THE ONLY DESIGNATED ORDERING ACTIVITY.
11. THE TDP FOR THIS RFP IS ASSIGNED AS DISTRIBUTION "D". THE UNCLASSIFIED CD-ROM WILL BE MAILED TO THE OFFERORS THAT HAVE REQUESTED THE CD-ROM AND WHO HAVE THEIR CERTIFICATIONS IN ORDER TO RECEIVE DISTRIBUTION "D" TDP AS VERIFIED BY THE U.S./CANADA JOINT CERTIFICATION OFFICE, BATTLE CREEK, MICHIGAN. THE TDP CONTAINS INFORMATION THAT HAS BEEN DESIGNATED AS "MILITARILY CRITICAL DATA". BUSINESSES ARE REQUIRED TO BE CERTIFIED BY THE DEPARTMENT OF DEFENSE, UNITED STATES/CANADA JOINT CERTIFICATION OFFICE. IF CONTRACTORS WANT TO BECOME CERTIFIED IN ORDER TO RECEIVE THE TDP FOR THE CHARGE, DEMOLITION ROLL 7 OUNCE SHEET, THEY MUST CONTACT THE COMMANDER, DEFENSE LOGISTICS INFORMATION SERVICE (DLIS), ATTN: US/CANADA JOINT CERTIFICATION OFFICER, 74 WASHINGTON AVENUE NORTH, BATTLE CREEK MI 49017-3084 OR CALL THE DLIS AT (800) 352-3572.

*** END OF NARRATIVE A 001 ***

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>CHG DEMO ROLL 7OZ YR 1 PRODUCTION</u></p> <p>NSN: 1375-01-038-6885 NOUN: CHG DEMO ROLL 7OZ SHEET FSCM: 81349 PART NR: MIL-E-46676 SECURITY CLASS: Unclassified</p> <p>(End of narrative B001)</p>				
0001AB	<p><u>CHG DEMO ROLL 7 OZ SHEET</u></p> <p>PROGRAM YEAR: 1 NOUN: CHG DEMO ROLL 7 OZ SHEET PRON: R14A0F224I PRON AMD: 01 AMS CD: 41472790028 CUSTOMER ORDER NO: N0007404MPDFQ39</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 N4906533164Q49 N00109 J 3 <u>PROJ CD BRK BLK PT</u> 841 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 13,680 0180</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (N00109) ATLANTIC ORDNANCE COMMAND P O BOX 410</p>	29944	FT	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	YORKTOWN VA 23691-0410				
	DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	002 N4906533164Q50 N60478 J 3				
	PROJ CD BRK BLK PT				
	841				
	DEL REL CD QUANTITY DAYS AFTER AWARD				
	001 1,064 0180				
	FOB POINT: Origin				
	SHIP TO: PARCEL POST ADDRESS				
	(N60478) ATLANTIC ORDNANCE COMMAND DET EARLE				
	201 HWY 34 SOUTH				
	COLTS NECK NJ 07722-5021				
	DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	003 N4906533164Q51 N00246 J 3				
	PROJ CD BRK BLK PT				
	841				
	DEL REL CD QUANTITY DAYS AFTER AWARD				
	001 3,192 0180				
	FOB POINT: Origin				
	SHIP TO: PARCEL POST ADDRESS				
	(N00246) NAVAL AIR STATION NORTH ISLAND				
	NAS NORTH ISLAND				
	PO BOX 357033				
	SAN DIEGO CA 92135-7033				
	DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	004 N4906533164Q52 W53XMD J 3				
	PROJ CD BRK BLK PT				
	841				
	DEL REL CD QUANTITY DAYS AFTER AWARD				
	001 12,008 0180				
	FOB POINT: Origin				
	SHIP TO: PARCEL POST ADDRESS				
	(W53XMD) SU W39Z MAC CRANE ARMY AMMO ACT				
	WHOLESALE SUPPLY ACCOUNT				
	BLDG 13 300 HWY 361				
	CRANE IN 47522-5099				
0002	CHG DEMO ROLL 7 OZ SHEET YR 2 PRODUCTION		FT	\$ _____	\$ _____
	NOUN: YEAR 2 PRODUCTION				
	SECURITY CLASS: Unclassified				
	PROGRAM YEAR: 2				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p style="text-align: center;">(End of narrative B001)</p>			<p>DISREGARD THE PRICING LINES ABOVE ALL PROPOSED UNIT PRICING WILL BE DONE ON THE PRICING MATRIX WHICH IS EXHIBIT B OF THE SOLICITATION</p>	
0003	<p><u>CHG DEMO ROLL 7OZ YR 3 PRODUCTION</u></p> <p>NOUN: CHG DEMO ROLL 7OZ SHEET SECURITY CLASS: Unclassified</p> <p>PROGRAM YEAR: 3</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>		FT	\$ _____	\$ _____
0004	<p><u>CHG DEMO ROLL 7OZ YR 4 PRODUCTION</u></p> <p>NOUN: CHG DEMO ROLL 7OZ SHEET SECURITY CLASS: Unclassified</p> <p>PROGRAM YEAR: 4</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>		FT	\$ _____	\$ _____
0005	<p><u>CHG DEMO ROLL 7OZ YR 5 PRODUCTION</u></p> <p>NOUN: CHG DEMO ROLL 7OZ SHEET SECURITY CLASS: Unclassified</p>		FT	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>PROGRAM YEAR: 5</div> <div>(End of narrative B001)</div> <div><u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin</div>			<div>DISREGARD THE PRICING LINES ABOVE ALL PROPOSED UNIT PRICING WILL BE DONE ON THE PRICING MATRIX WHICH IS EXHIBIT B OF THE SOLICITATION</div>	

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.210-4501 LOCAL	DRAWINGS/SPECIFICATIONS	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 2114203, Revision H as of 29 July 2003 (except as follows):

The following drawing(s) and specifications are applicable to this procurement:
ENGINEERING EXCEPTIONS:

"THE FOLLOWING DRAWINGS, SPECIFICATIONS AND DOCUMENTS ARE APPLICABLE TO THIS PROCUREMENT:
AUTOMATED DATA LIST 10001-2114203, REV. H, DATED 29 JUL 03 AND REVISIONS OF DOCUMENTS THEREON. "IN ADDITION SUPPLEMENTAL QUALITY ASSURANCE PROVISIONS 402-003 APPLY."
TO THE BEST OF NAVSURFWARCEMDIV CRANE TECHNICAL PERSONNEL'S KNOWLEDGE, THIS TECHNICAL DATA PACKAGE IS CERTIFIED TO BE FREE OF REQUIREMENTS TO USE CLASS I OZONE DEPLETING SUBSTANCES THROUGH DOCUMENTATION TIER LEVEL III. ADDITIONALLY THIS TDP IS CERTIFIED TO MEET THE REQUIREMENTS OF NAVY IMPLEMENTATION OF DOD POLICY ON SPECIFICATION AND STANDARDS REFORM. DOCUMENTS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS). THESE DOCUMENTS MAY BE OBTAINED FROM: DEPARTMENT OF DEFENSE SINGLE STOCK POINT 700 ROBBINS AVENUE, PHILADELPHIA, PENNSYLVANIA 19111-6094 OR ON LINE AT: HTTP: //DODSSP.DAPS.MIL/ COMMERCIAL SPECIFICATIONS AND STANDARDS MAY BE OBTAINED FROM THE APPLICABLE PUBLISHER.

GFM/GFE: DRAWING NO. N/A

(End of statement of work)

(CS6100)

C-2	52.247-4503 LOCAL	STATEMENT OF WORK - TRANSPORTATION SECURITY REQUIREMENTS	MAR/2004
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Supplies procured under this contract are identified as Sensitive Category II, requiring Transportation Protective Service (TPS) in accordance with DoD 5100.76M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives) and DoD 4500.9R, Defense Transportation Regulation, parts II and III, as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Agency (DCMA) or other components assigned to provide contract administration services (CAS) within designated/delegated geographic areas as specified under DOD 4105.59H, DOD Directory of Contract Administration Service Components, dated January 1985, and subsequent issues thereof for offshore/OCONUS procurements.

(End of statement of work)

(CS6101)

C-3	52.246-4506 LOCAL	STATEMENT OF WORK FOR STATISTICAL PROCESS CONTROL	FEB/1999
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In accordance with DI-MGMT-80004 and contract clause 52.246-4506, the following supplemental information shall be considered and used when designing your general and detailed SPC plans.

1.0 General Management Plan

This section shall define management's SPC responsibilities and involvement and shall include management's commitment to continuous process improvement. The plan shall embrace a total commitment to quality and shall be capable of standing on its own merit.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W52P1J-04-R-0258 MOD/AMD</p>	<p style="text-align: center;">Page 9 of 50</p>
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Name of Offeror or Contractor:

- 1.1 Policy/Scope: Describe the Contractor's policy for applying SPC, including goals and management commitment to SPC.
- 1.2 Applicable Document: List documents that are the basis for the contractor's SPC program (i.e., ANSI standard, textbooks, Government documents).
- 1.3 SPC Management Structure: Define the SPC management structure within the organization. Identify and include interrelationships of all departments involved in SPC (i.e., Production, Quality, Engineering, Purchasing, etc.). Identify by job title or position all key personnel within departments involved in the application of SPC. Describe which functions are performed by key personnel and when these functions are performed (i.e., include personnel responsible for performing inspections/audits, charting and interpreting data; personnel responsible for determining, initiating and implementing corrective action upon detecting assignable causes, etc.).
- 1.4 SPC Training: Identify by job title or position the primary individual responsible for overseeing that SPC training is accomplished. Describe the qualification program required and in use for all personnel utilizing SPC techniques, including the qualification of trainers. Identify who is to be trained and the type, extent and length of such training (i.e., on-the-job, classroom, etc.). Identify when refresher training is required and how personnel using SPC techniques are monitored.
- 1.5 Manufacturing Controls: Identify the criteria for performing SPC gage capability studies and describe how and when these studies should be applied. Repeatability and accuracy of gages should be addressed.
- 1.6 Determination of SPC Use: Describe how the process/operation parameters are determined appropriate for SPC application and explain what actions are taken if SPC is not deemed appropriate for critical, special and major process/operation parameters (i.e., Pareto analysis, analysis of characteristics with tight tolerances, etc.).
- 1.7 Process Stability and Capability:
- a. Identify the criteria for performing process capability studies and describe how and when these studies are applied. Describe how the process capability index is calculated and include the frequency of these calculations. Describe what actions are taken as methodologies when process capability is for variable and attribute data. To determine a capable process, the process/operation parameters shall meet the following requirements:
 - (1) Variable data: Process capability (Cp) shall be determined. Process performance index shall be greater than or equal to 1.33 (Cpk). For critical parameters/characteristics, the process performance index shall be greater than or equal to 2.0 (Cpk).
 - (2) Attribute data: Process capability/performance shall be the percent beyond the upper/lower specification limit less than or equal to .003 percent (Cpk = 1.33).
 - b. Describe what actions will be taken if process/operation is sub-marginal or marginal (Cpk less than 1.33 or 2.0 for criticals or grand average fraction defective is greater than .003 percent).
 - c. Include analysis of statistical distributions and define all formulas and symbology utilized.
- 1.8 Control Chart Policy:
- a. Type of charts to be used (i.e., \bar{x} bar/R \bar{x} bar/S, etc.) and rationale for use; the criteria for selection of sample size, frequency of sampling and rational subgroups.
 - b. Procedures for establishing and updating control limits, including frequency of adjustments.
 - c. Criteria for determining out-of-control conditions (i.e., trends, points beyond control limits, etc.) and the corrective action taken, to include failure analysis when the process is unstable or when nonconforming product has resulted from unstable processes. Illustrate out-of-control tests.
 - d. Describe the method of recording pertinent facts on control charts such as changes in raw materiel, machines, manufacturing methods and environment, and corrective actions taken and describe how control charts are traceable to the product.
- 1.9 Vendor/Subcontractor Purchase Controls: Identify whether suppliers are required to utilize SPC and describe the extent the vendor's policies and procedures are consistent with in-house procedures of the prime contractor. Describe the following: methods utilized to determine that suppliers have adequate controls to assure defective product is not produced and delivered; the system utilized to audit suppliers, what will be audited and how often, what action will be taken when out-of-control conditions exist at subcontractor/vendor facilities.

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Name of Offeror or Contractor:

1.10 SPC Audit System: At a minimum, the contractor's SPC Audit System shall consist of auditing compliance with the planned arrangements specified in the general and detailed SPC plans followed by a review and analysis of the outcome to include implementation of necessary corrective action.

1.11 SPC Records: Identify various records to be used in support of SPC and describe their use. Identify retention periods.

2.0 Detailed Plan:

This section shall detail specific manufacturing process/operation parameters under control.

2.1 Control of Process/Operation Parameters or Characteristics:

a. Identify the following for each process/operation by name or characteristic under control:

(1) Identify process/operation by name or characteristic and provide rationale for selection; justification for nonselection if the parameter or characteristic is identified as critical, special and/or major.

(2) Describe how the characteristic is proceduced; the chain of events, type and number of machines involved, location of manufacturing facility, tolerances maintained, etc.

(3) Production and inspection machinery used. Includ the production rate, number of shifts and length of shifts plus whether inspection is fully or semi-automatic or manual. If manual, identify the type of gages in use.

(4) Identify the type of charts to be maintained and whether the process/operation is performed in-house or subcontracted oupt; identify facility/vendor where process/operation parameters are targeted for SPC.

2.2 Reduction or Elimination of Inspection/Test: The Procuring Contracting Officer (PCO) will accept submissions of requests for reduction or elimination of final acceptance inspection/testing when the requirements of the SPC contract clause and this SOW are met. Each request shall contain and/or address the following: control charts documenting twenty (20) consecutive production shifts or more for the same process/operation parameter under control; type of control chart utilized; control chart limits and process average or grand average fraction defective (as applicable); definition of out-of-control condition and corrective actions taken during out-of-control conditions; specification and part number.

(End of statement of work)

(CS7100)

C-4	52.246-4535	STATEMENT OF WORK - AMMUNITION DATA CARDS AND REPORT OF CONTRACTOR	AUG/2004
	LOCAL	BALLISTIC TESTING	

Ammunition Data Cards shall be prepared in accordance with MIL-STD-1168 and shall follow the format required by the world wide web application identified as WARP or Worldwide Ammunition-data Repository Program. The Report of Contractor Ballistic Testing is prepared IAW DI-MISC-80246. Additional details on both of these WARP applications are provided below. Prior to gaining access to WARP contractor/facility personnel involved in the preparation of ammunition data cards shall obtain a userid and password for the Army Electronic Product Support (AEPS) network. Instructions and help for obtaining an AEPS userid and password are as follows:

AEPS Access Procedures

The Army Electronic Product Support (AEPS) is a Department of Defense logistics website. Entering AEPS will allow you access to the SECURED AREA of the Army Electronic Product Support Network. A username and password are required to enter this area. Only authorized DoD personnel and contractors with current active contracts with DoD will receive access into the AEPS website. If you have a requirement for the AEPS website, you must fill out and submit the AEPS Access Request Form found at the following web address:

<http://aeps.ria.army.mil/aepspublic.cfm>

You must click on "Access Request Form" and continue through the steps until completion and click on SUBMIT. You are required to provide a supervisor name, email and phone number if you are a DoD civilian or military. Government contractors are required to provide CAGE code, Contract Number and COR/COTR with "Government" email address. All requestors must provide their Information Assurance Security Officer's (IASO, formerly ISSO) name, email, DSN phone and commercial phone.

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After submitting the request, your supervisor/COR/COTR will be emailed a copy of your request and will be asked to verify your information before a user ID will be issued. AEPS User ID and AEPS Login Name mean the same. Your supervisor must REPLY back to the email provding the following:

Approval? (YES/NO)
Supervisor Name
Supervisor E-Mail
Supervisor Phone

The COR/COTR must also provide the same information stated above in his/her REPLY plus provide the Contract Expiration Date (format - MM/DD/YYYY).

Upon notification from your supervisor/COR/COTR, you will be emailed an AEPS User Login Name and instructions for logging into the AEPS website. You will use the AEPS password that you assigned to yourself when you filled out the access request form.

Once you gain access to the AEPS website, you can change your personal information when needed to keep your file current.

AEPS HELP-DESK and Problem Reporting Procedures

Reporting Problems - The AEPS Help Desk has several means of reporting problems:

Call 1-888-LOG-HELP (1-888-564-4357) to speak to an AEPS representative
Contact the AEPS Help-Desk at Comm. (309) 782-0699 or DSN 793-0699 or (309) 782-1426 or DSN 793-1426
Contact the AEPS Help-Desk by FAX: (309) 782-1426 or DSN 793-1426
Contact the AEPS Webmaster by Email: Webmaster (martinj2@ria.army.mil)

Each phone call, email or fax is handled in a prompt and courteous manner. Responses to problems are provided by phone and/or email.

Other means to help assist you in identifying your problems can be found on the AEPS Help Section at web link:

<http://aeps/ria.army.mil/help.cfm>

Here you will find Questions and Answers by clicking in either of the two FAQ subcategories reflected under the HELP tab:

FAQs - AEPS Access Request Process or SSL FAQs - Secured Socket Layer

You may also check out our new Frequently Asked Questions (<https://aeps.ria.army.mil/aepsqa.cfm>) page to get answers on access problems as another means of assistance.

The AEPS Help Section screen <http://aeps.ria.army.mil/help.cfm> also reflects two other topics that can be clicked on to provide further assistance:

"Password Problems or Request Status" at <https://aeps.ria.army.mil/request/info/UserScreen.cfm>
"Ask the AEPS Public Help Knowledge Base" at <http://aeps.ria.army.mil/help/aepshelpmain.cfm>

Worldwide Ammunition-data Repository Program (WARP)

Once you have obtained an AEPS userid and password allowing entry to the secured area of AEPS you can access the WARP application by scrolling to the bottom of the list of AEPS applications. The WARP opening main page and all subsequent pages contain multiple navigational aids to guide you through the process of inputting information necessary for creating a new ammunition data card. An online users manual will provide additional help in the development of an ammunition data card and it is recommended that you download and read the users manual prior to inputting your initial data card. The user's manual also contains screen shots, which depict what the inputter will see during the ADC input process.

Ammunition Data Card Input

ADC input allows current contractors and government facilities the capability to create, and submit for approval, ADCs which meet the format requirement of MIL-STD-1168B. ADCs are automatically forwarded to the respective Governmental Agency Responsible for Acceptance (GARA). The GARA, in most cases the Defense Contract Management Agency (DCMA) Quality Assurance Representataive (QAR), reviews contractor input for accuracy and completeness, and

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after updating the disposition code for the specific lot, submits the ADC to the database. The inputter is granted access only to ADCs identified with its specific manufacturing code, as identified in MIL-HDBK-1461A, Manufacturer's Symbols. The use of previously inputted ADCs through the TEMPLATE option, significantly reduces input effort, while increasing accuracy and consistency of data.

Email Notification

WARP provides immediate, automated notification to process participants when actions are required. When the producer has completed an ADC submission, an email message is routed to the GARA advising that an ADC awaits review and approval. If the GARA approves the ADC as submitted, the ADC is released to the base and an email, with approved data card, is routed back to the originator. If the ADC requires modification or correction to be in accordance with MIL-STD-1168B requirements, an email is provided to the ADC originator advising that corrective action is required prior to approval.

Information Updates

It is important that the System Administrators are apprised when a producer receives a new contract. The producer shall notify OSC-WARP@osc.army.mil within 30 days after receipt of a new contract. Information to be included shall be the contract number, item, GARA, Manufacturer's identification symbol and the names of the individuals who will be inputting ADCs into the system. If you are a new producer and do not have a Manufacturer's identification symbol, you can obtain one by sending an email to OSC-WARP@osc.army.mil. The email must contain manufacturer's name, address where performance of the contract will take place, and a point of contact.

Report of Contractor Ballistic Testing Module

In addition to its ADC function, WARP also serves as a repository for reports of contractor ballistic (or functional) testing. Whenever the contract requires contractor performance of ballistic testing, the results of such testing shall be captured by you, the performing contractor, within a specially designed Lot Acceptance Test Report (LATR) module.

Within the LATR module, you are required to provide a report of any contractor ballistic testing and to submit the report in electronic fashion via the WWW. The report must be a .pdf file for the upload process to work.

The LATR tab on the WARP opening page provides access to the upload process.

An online users manual will provide additional help in the upload process for a Report of Contractor Ballistic Testing. It is recommended that you download and read the users manual prior to uploading your initial Report of Contractor Ballistic Testing. The users manual also contains screen shots which depict the upload process.

The upload process is simple and direct. After inputting several key pieces of information (contract number, noun, etc.) on the LATR initial page the inputter selects the upload button and the LATR module will browse the inputter's hard drive until the correct file is found. At the click of a button the file is uploaded to WARP and the process is complete.

(End of statement of work)

(CS7200)

C-5 52.248-4502 CONFIGURATION MANAGEMENT DOCUMENTATION MAY/2001
LOCAL

The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs) (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notices of Revision (NORs), and Requests for Deviation (RFDs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

Contractor ECPs/VECPs shall describe and justify all proposed changes and shall include NORs completely defining the changes to be made. Contractors may also submit RFDs, which define a temporary departure from the TDP or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

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If the Government receives the same or substantially the same VECs from two or more contractors, the contractor whose VEC is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

Duplicate VECs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VEC has been approved and accepted by the Government.

(End of clause)

(CS7600)

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SECTION D - PACKAGING AND MARKING

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4508 LOCAL	PACKAGING REQUIREMENTS	JUL/1997

Packaging shall be in accordance with 3139754 revision N, dated 1 May 2003.

When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

Marking shall be in accordance with 3139754, Rev N, dated 1 May 2003. 2-D Bar code marking is required in accordance with MIL-STD-129, Rev P, with Change Notice 2, dated 10 Feb 2004

EXCEPTION: PERFORMANCE ORIENTED PACKAGING (POP) VERIFICATION: In no case shall a container be shipped if the gross weight marked on the package is greater than the POP certified weight. If the average gross weight of the packed containers (determined by weighing two representative samples and averaging the weight) is greater than the certified weight, container marking operations shall cease and the procuring activity shall be contacted immediately.

EXCEPTION TO PERFORMANCE ORIENTED PACKAGING (POP) MARKINGS: If manufactured outside the USA, contractor shall not apply the UN POP certification marking provided on 3139754. Contractors (outside the USA) are responsible to perform UN POP tests on packaging requirements provided in this contract and apply UN POP certification marking authorized by the Competent Authority of the state (country) of manufacture.

HEAT TREAT WOOD QUALITY MARKING:
All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box manufacturer and the manufacturer of wood used as inner packaging, shall be affiliated with an inspection agency accredited by the American Lumber Standards Committee . The box manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Each box shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes and any wood used as inner packaging made of non-manufactured wood shall be heat treated. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program. ECP R3K3015 applies to MIL-B-2427.

Metallic Seal - Use 8794342, Rev AD, dated 30 July 2004.

(End of clause)

(DS6303)

D-2	52.247-4517 LOCAL	PALLETIZATION INSTRUCTION	MAR/1992
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Palletization shall be in accordance with 19-48-4116/120BB, revision 1, dated July 1997 and 19-48-4116, Rev 8, dated June 2003. Marking shall be in accordance with ACV00561, Rev C, dated 11 July 2003. 2-D bar code marking is required.

Heat treat requirements for all non-manufactured wood used in the palletized load applies to this contract. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program.

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(End of clause)

(DS6204)

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SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES-FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.245-4537 LOCAL	ACCEPTANCE INSPECTION EQUIPMENT (AIE)	FEB/2002

a. Acquisition, maintenance, and disposition of Acceptance Inspection Equipment (AIE) shall be in accordance with ANSI/NCSL Z540-1 or ISO 10012-1. AIE shall be used to assure conformance of components and end items to contract requirements. AIE shall include all types of inspection, measuring, and test equipment whether Government furnished, contractor designed, or commercially acquired, along with the necessary specifications, and the procedures for their use.

b. The Contractor shall provide all Acceptance Inspection Equipment (AIE) necessary, except for the Government Furnished Equipment (GFE) listed in paragraph (g.8). The GFE shall be provided in accordance with the Government Property clause of this contract. The Contractor is responsible for contacting NSWC Corona at least 45 days in advance of the date the GFE is required to schedule delivery. Government furnished AIE shall not be used by the contractor or his subcontractor in lieu of in-process or work gages.

c. Contractor AIE designs, specifications, and procedures for Critical, Major, Special, and Minor characteristics shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423. All Contractor AIE documentation requiring Government approval shall contain sufficient information to permit evaluation of the AIE's ability to test, verify or measure the characteristic or parameter with the required accuracy and precision. Contractor designed AIE requiring Government approval shall be made either in accordance with the equipment drawings specified in section C of contract (Description/Specification Section), or in accordance with any other design documentation provided that it is approved by the Government. The Government will approve the AIE documentation or provide requirements for approval within 45 days of receipt. The Contractor shall be responsible for any delays resulting from late submission of AIE documentation to the Government for approval, and any delays resulting from the submission of inadequate or incomplete AIE documentation.

d. The contractor must ensure that all AIE is approved and available for use prior to First Article Submission, if First Article is required, or prior to initiation of production under this contract.

e. Resubmission of AIE design, specification, and procedure documentation for approval on a follow-on contract is not required provided inspection characteristic parameters specified in the current technical data package and the previously approved AIE documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.

f. The Government reserves the right to disapprove at any time during the performance of this contract, use of any AIE not meeting the requirements of the approved design, specification, or procedure documentation.

g. Navy Special Interface Gage Requirements (NSIG)

1. The Navy Special Interface Gages listed under this clause will be forwarded to the Contractor for joint use by the Contract Administration Office (CAO) and the Contractor.

2. The Contractor may substitute contractor designed and built AIE for the NSIG noted as applicable in paragraph g.8. However, the designs require Government approval and the contractor AIE hardware requires Government certification. AIE

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designs shall be submitted in accordance with paragraph c. The contractor shall notify NSWC Corona prior to submission of AIE for certification. Two copies of each Government approved contractor AIE drawing shall accompany the contractor AIE hardware sent to the Government for certification. The Government shall perform the contractor AIE certification, return the hardware and provide notification of acceptance or rejection to the Contractor within 45 days of receipt of the contractor AIE. The contractor shall be responsible for any delays resulting from late submission of documentation or hardware. The Contractor shall also submit the calibration periods for each contractor AIE for approval. The Government shall affix Calibration stickers to the contractor AIE for Quality Assurance Representative (QAR) identification.

3. The NSIGs are provided for verification of selected interface dimensions and do not constitute sole acceptance criteria of production items or relieve the Contractor of meeting all drawing/specification requirements under the contract.

4. Items that fail to be accepted by the applicable NSIGs may be inspected by another means to determine acceptance or rejection, provided the alternate inspection method is acceptable to the government approval authority.

5. The Government shall not be responsible for discrepancies or delays in production items resulting through misuse, damage or excessive wear to the NSIGs.

6. Calibration and repair of the NSIGs shall only be performed as authorized by the Naval Surface Warfare Center (NSWC), Corona Division. Repair is at no cost to the Contractor unless repair is required due to damage to the gages resulting from Contractor fault or negligence. Damaged, worn, or otherwise unserviceable NSIGs shall be brought to the immediate attention of the CAO and NSWC Corona. The Contractor shall not make any adjustments, alterations or add permanent markings to NSIG hardware unless specified by the NSIG operating instructions or authorized by the Designated Technical Activity.

7. Within 45 days after final acceptance of all production items, the NSIGs shall be shipped to NSWC, Corona Division, ATTN: Receiving Officer, Bldg 575, Gage Laboratory, 1999 Fourth St., Norco, CA 92860-1915. The following specifications are applicable:

- (i) Shipping, MIL-STD-2073, "DOD Standard Practice for Military Packaging"
- (ii) Marking, MIL-STD-129, "Marking for Shipment and Storage".

8. The following NSIGs shall be provided and are mandatory for use except as noted by an (x) for paragraph (g.2) applicability.

Para. g.2 applies

Drawing	Rev	Char	NSIG	Qty	Dimensions	Weight	Value
NONE							

(End of clause)

(ES6032)

E-4	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/2004
LOCAL			
(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.			
(b) The Contractor shall comply with:			
()	ISO 9002		
(X)	ISO 9001-2000; only design/development exclusions permitted		
()	ISO 9001-2000; no exclusions permitted		

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or an alterate program/system approved by the activity listed in block 7 of the Standard Form 33, in effect on the contract date and which is hereby incorporated into this contract.

(End of clause)

(ES6001)

E-5	52.246-4506	STATISTICAL PROCESS CONTROL (SPC)	FEB/2004
	LOCAL		

a. In addition to the quality requirements of the technical data package, the Contractor shall implement Statistical Process Control (SPC) in accordance with a government accepted SPC Program Plan. Control chart techniques shall be in accordance with the American National Standards Institute (ANSI) B1, B2 and B3. Alternate SPC charting methods may be proposed and submitted to the Government for review.

b. The SPC Program Plan developed by the contractor shall consist of a general plan and a detailed plan. The plans shall be structured as delineated on the Data Item Description referenced in the DD Form 1423. The general and the detailed plans shall be submitted to the government for review per DD Form 1423 requirements. Notification by the Government of acceptance or nonacceptance of the plans shall be provided in accordance with the timeframes specified on the DD Form 1423. Once a general plan for a facility has been approved by this Command, the approval remains in effect for subsequent contracts as long as the contractual requirements remain substantially unchanged from contract to contract. Therefore, resubmission of a previously accepted general SPC plan is not required if current SPC contract clause and Data Item Description (DID) requirements are fulfilled. If this Command has previously accepted the general SPC plan under essentially the same SPC contractual requirements, so indicate by providing the Contracting Officer with the following information:

Date of Acceptance _____

Contract Number(s) _____

c. The contractor is responsible for updating the general plan to current SPC contractual requirements. If errors or omissions are encountered in a previously accepted SPC general plan, opportunities for improvement will be identified by the Government, and corrective action shall be accomplished by the contractor.

d. A milestone schedule will be submitted for those facilities who do not have, or have never had, a fully implemented SPC program and will not have a fully operational SPC program once production is initiated. The milestones shall provide a time phased schedule of all efforts planned relative to implementation of an SPC program acceptable to the Government. A milestone schedule shall include implementation start and complete dates for those SPC subjects addressed in the Statistical Process Control Statement of Work located in Section C. The milestone schedule shall only include those actions that can not be accomplished prior to first article or the initiation of production, if a first article is not required. Milestones shall be developed for each commodity identified for SPC application. Milestones shall be submitted through the Government Quality Assurance Representative to the Contracting Officer for review and acceptance. Any deviations from the accepted milestones, to include justification for such deviations, shall be resubmitted through the same channels for review. The Government reserves the right to disapprove any changes to the previously accepted milestones. Notification by the Government of the acceptance or nonacceptance of the milestones shall be furnished to the Contractor by the Contracting Officer.

e. The Contractor shall review all process and operation parameters for possible application of SPC techniques. This review shall include processes and operations under the control of the prime contractor and those under the control of subcontractor or vendor facilities. A written justification shall be included in the detailed plan for each process and operation parameter that controls or influences characteristics identified as critical, special, or major which have been deemed impractical for the application of SPC techniques. A pamphlet on application of SPC for short production runs is available through the Contracting Officer.

f. Statistical evidence in the form of control charts shall be prepared and maintained for each process or operation parameter identified in the detailed plan. These charts shall identify all corrective actions taken on statistical signal. During production runs, control charts shall be maintained in such a manner to assure product is traceable to the control charts. At the conclusion of the production run, a collection of charts traceable to the product, shall be maintained for a minimum of 3 years. The control charts shall be provided to the Government for review at any time upon request.

g. When the process or operation parameter under control has demonstrated both stability and capability, the Contractor will request, in writing, through Administrative Contracting Officer (ACO) and Contracting Officer (CO) channels to the Product Assurance and Test Directorate, that acceptance inspection or testing performed in accordance with contract requirements be reduced or eliminated. Upon approval by the CO, acceptance shall then be based upon the accepted SPC plan, procedures, practices and the control charts.

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h. The Government will not consider requests for reduction or elimination of 100% acceptance inspection and testing of if any one of the following conditions exist:

(1) The existing process currently utilizes a fully automated, cost effective, and sufficiently reliable method of 100% acceptance inspection or testing for an attribute-type critical parameter or characteristic.

(2) The Contractor utilizes attribute SPC control chart methods for the critical parameter or characteristic.

(3) The critical parameter or characteristic is a first order, single point safety failure mode (nonconformance of the critical parameter or characteristic in and of itself would cause a catastrophic failure).

i. The Government will only consider reduction or elimination of the 100% acceptance inspection or test requirement for other critical parameters or characteristics if either of the following conditions are met:

(1) The process is in a state of statistical control utilizing variable control chart methods for the critical parameter or characteristic under control and the process performance index (Cpk) is at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance index is being maintained for each production

(2) The critical parameter or characteristic is conclusively shown to be completely controlled by one or more process or operation parameters earlier in the process, and those parameters are in a state of statistical control utilizing variable data, and the product of the probability of the conformance for each earlier parameter associated to the critical characteristic is better than or equal to a value equivalent to that provided by a Cpk of at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance indexes are being maintained for each production delivery.

j. For characteristics other than critical, requests for reduction or elimination of acceptance inspection and testing shall be considered when the process performance index is greater than or equal to a Cpk of 1.33 for variables data. Requests shall be considered for attributes data when the percent beyond the specification limits is less than or equal to .003 (Cpk=1.33).

k. Process or operation parameters under reduced or eliminated inspection or testing that undergo a break in production less than 6 months in length, may continue to operate under reduced or eliminated inspection or testing provided there has been no degradation below a Cpk of 1.33 (2.0 for criticals). Any break in production greater than 6 months shall require resubmission of the request for reduction or elimination of inspection or testing through the same channels cited in paragraph g above.

l. Not used.

m. Immediately following a change to a process or operation parameter under reduced or eliminated inspection, the process capability (Cp) or process performance indexes (Cpk) shall be recalculated and documented for variable data; the grand average fraction defective shall be recalculated for attribute data. If any of these values have deteriorated, immediate notification shall be made to the Government along with the associated documentation. Return to original inspection and test requirements may be imposed as stipulated in paragraph n below.

n. The Government reserves the right to withdraw authorization to reduce or eliminate final acceptance inspection or testing and direct the Contractor to return to original contract inspection or test procedures at any indication of loss of process control or deterioration of quality.

(End of clause)

(ES6034)

E-6	52.245-4545	MIL-STD-1916	OCT/2000
	LOCAL		

The Department of Defense (DoD) Preferred Methods for this Acceptance of Product, MIL-STD-1916, shall be used for this procurement action. All references to MIL-STD-105, MIL-STD-414, MIL-STD-1235, and ANSI Z1.4 appearing in the Technical Data Package (TDP) are replaced by MIL-STD-1916. Verification Levels (VL) shall replace AQLs and shall be VL IV for major characteristics and VL II for minor characteristics.

(End of clause)

(ES7650)

E-7	52.246-4528	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
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LOCAL

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of clause)

(ES7012)

E-8 52.246-4532 DESTRUCTIVE TESTING MAY/1994
LOCAL

a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to the delivered to the Government as set forth in the Contract Schedule.

c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.

e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of clause)

(ES7011)

Supplementary Quality Assurance Provisions (SQAP) 402-003, Dated January 29, 1998, Attachment 009, is applicable to this procurement.

*** END OF NARRATIVE E 001 ***

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SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.247-29	F.O.B. ORIGIN	JUN/1988
F-2	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-3	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-4	52.247-61	F.O.B. ORIGIN-MINIMUM SIZE OF SHIPMENTS	APR/1984
F-5	52.247-33	F.O.B. ORIGIN, WITH DIFFERENTIALS	JUN/1988

(c)(4) Offeror's differentials in cents for each 100 pounds for optional mode of transportation, types of vehicle, transportation within a mode, or place of delivery, specified by the Government at the time of shipment and not included in the f.o.b. origin price indicated in the Schedule by the offeror, are as follows:

_____(carload, truckload, less-load,
____wharf, flatcar, driveaway, etc.)

(End of clause)

(FF8005)

F-6	52.247-4504	TRANSPORTATION SECURITY REQUIREMENTS FOR CONTRACTOR-TO-CONTRACTOR	MAR/2004
	LOCAL	SHIPMENTS	

(a) Supplies procured or furnished under this contract/subcontract, which are shipped between two or more contractors, and which are qualified as sensitive in accordance with DoD 5100.76-M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives), or are shipped as DOT Class A or B Explosives, require special Transportation Protective Service (TPS) during shipment from all points of origin to all destinations. TPS will be equivalent to the DoD security standard for the applicable sensitive category or explosive class identified under DoD 4500.9R, Defense Transportation Regulation, parts II and III, as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Agency (DCMA).

(b) Shipper's Defense Contract Management Agency (DCMA) transportation offices will furnish assistance in providing the sensitive category of items to be shipped, determining the TPS required, and obtaining the TPS from commercial carriers as necessary.

(c) This clause must be entered in all contracts/subcontracts at any tier.

(End of clause)

(FS7115)

F-7	52.247-4531	COGNIZANT TRANSPORTATION OFFICER	MAY/1993
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<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W52P1J-04-R-0258 MOD/AMD</p>	<p align="right">Page 22 of 50</p>
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Name of Offeror or Contractor:

LOCAL

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery, and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least ten days in advance of actual shipping date the contractor should request verification of "Ship to" and "Notification" address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a military air or water port terminal without authorization by the designated point of contact.

(End of clause)

(FS7240)

F-8 47.305-15(B) SPECIAL TRANSPORT/LOADING REQUIREMENTS (HAZARDOUS)
LOCAL

FEB/1996

(a) In addition to requirements set forth under General Provision, "Loading, Bracing, and Blocking of Freight Car Shipments," rail shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of Uniform Freight Classification, Association of American Railroads Pamphlet No. 14, Circular 42G and Rules Governing Loading of Commodities on Open Top Cars, Bureau of Explosives Tariff No. BOE 6000 publishing Hazardous Materials Regulations of the Department of Transportation, and Bureau of Explosives Pamphlets No. 6, 6A as applicable. Uniform Freight Classification may be procured from the regulatory classification agent covering territory from which shipment will be made. AAR Pamphlets, Circular and Rules may be procured from the Bureau of Explosives, 59 E. Van Buren St., Chicago, IL 60605. Bureau of Explosives Tariff No. BOE 6000 and Bureau of Explosives pamphlets may be procured from the Bureau of Explosives, Association of American Railroads, 1920 L Street, Washington, D.C. 20036. U.S. Army Defense Ammunition Center (USADAC) approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to rail loading, blocking and bracing of this item and may be secured by the Contracting Officer or the Defense Contract Management Agency (DCMA).

(b) Truck shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of National Motor Freight Classification and American Trucking Association, Inc., Motor Carrier's Explosives and Dangerous Articles Tariff, as applicable and effective at the time of shipment. These publications may be procured from the American Trucking Association, Inc., Tariff Order Section, 1616 P St., N.W., Washington, D.C. 20036. USADACS approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to motor, loading, blocking and bracing of this item and can be secured from the Contracting Officer or DCMA.

(c) TOFC "Piggyback" shipments will be loaded, blocked and braced in accordance with Bureau of Explosives Pamphlet No. 6C or AAR Circular No. 43, copies may be obtained from addresses given in para (a) above. USADAC approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to loading, blocking and bracing for TOFC shipments and may be obtained from the Contracting Officer or DCMA.

(d) Container shipments will be loaded, blocked and braced in accordance with USADAC drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components which is specifically applicable to loading, blocking and bracing of container shipments and may be secured from the Contracting Officer or the DCMA.

(e) Except as the carrier(s) may be liable, the contractor shall be liable to the Government for any loss or damage resulting from improper loading and/or furnishing and installing dunnage material by the contractor for shipments to be made under this contract.

(End of clause)

(FS7007)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.223-7006 DFARS	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-2	223.370- 4(A)(3) LOCAL	DISPOSAL OF REMAINING GFM AMMUNITION AND EXPLOSIVES FOLLOWING CONTRACT COMPLETION OR TERMINATION	JUN/1999
H-3	252.223-7001 DFARS	HAZARD WARNING LABELS	DEC/1991

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If none, insert "None") ACT

(End of Clause)

(HA8704)

H-4	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
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(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material Identification NO.

(If none, insert NONE)

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

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Name of Offeror or Contractor:

NOTE: The Contractor shall prepare and submit a Material Safety Data Sheet (MSDS) in accordance with this clause to each of the following addresses:

Commander
U.S. Army Joint Munitions Command (JMC)
ATTN: AMSJM-SF
Rock Island, IL 61299-6000

Commander
U.S. Army Field Support Command (AFSC)
ATTN: SJMFS-TD
Rock Island, IL 61299-6000

Commander
U.S. Army Joint Munitions Command (JMC)
ATTN: AMSJM-CCA-M
Rock Island, IL 61299-6000

Commander
U.S. Army Tank Automotive Command-Rock Island (TACOM-RI)
ATTN: AMSTA-AR-WEP-RP
Rock Island, IL 61299-7630

(HF6011)

H-5	246.671 LOCAL	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	JAN/1995
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Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

Carl H. McDonald, Contract Specialist, AMSFS-CCA-M, Army Field Support Command, Blgs 350, 6th Fl C-3
Rock Island, IL 61299-6000 Email: mcdonaldc@afsc.army.mil
Tel: 309-782-3916

2. Production Management

Jerry D. Cuppy, Production Manager,SFSJM-CDC, Joint Munitions Command, Bldg 350, 6th Fl C-7,
Rock Island Arsenal, Rock Island, IL 61299-6000 Email: jerry.d.cuppy@us.army.mil

Tel: 309-782-2931

3. Navy Representative

kevin.bowen@navy.mil

4. Send additional copies in accordance with Table 1 and Table 2.

(End of clause)

(HS6025)

H-6	242-1107(B) LOCAL	INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS REPORTS - AMMO (NAVY SPECIAL)	JUN/1996
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a. Production Progress Report (DD Form 375) and Production Progress Report Continuation (DD Form 375c) shall be prepared in accordance with instructions thereon. These forms shall be submitted as required for each separate contract item (identified by noun description not by line item number).

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Name of Offeror or Contractor:

b. The form(s) shall be submitted on a monthly basis within two workdays after each reporting period, beginning with the end of the first full month following contract date. In addition, the contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. The forms shall be distributed as follows:

1. Purchasing Office:

Carl H. McDonald, Contract Specialist, AMSFS-CCA-M, Army Field Support Command, Bldg 350, 6th Floor, C-3,
Rock Island, IL 61299-6000 Email: mcdonaldc@afsc.army.mil
Tel: 309-782-3916

2. Administration Office:

See Award Document

3. Production Manager:

Jerry D. Cuppy, Production Manager, SFSJM-CDC, Joint Munitions Command, Bldg 350, 6th Floor, C-7,
Rock Island, IL 61299-6000
Tel: 309-782-2931

4. Additional Distribution (As Indicated):
- () a. Navy Ships Parts Control Center
ATTN: Code 852
P.O. Box 2020
Mechanicsburg, PA 17055-0788
 - (X) b. Commanding Officer
Naval Weapons Support Center
ATTN: Code 4024
Crane, IN 47500-5000
 - () c. Commanding Officer
Naval Air Systems Command
ATTN: AIR-11411
Washington, DC 20361-1140
 - () d. Commander
Naval Special Warfare Command
ATTN: N9, NAB Coronado
San Diego, CA 92155-5037
 - () e. Commander
Naval Warfare Assessment Center
ATTN: Code 2063
Point Mugu, CA 93042-5000

(End of clause)

(HS6027)

H-7 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993
LOCAL

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

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Name of Offeror or Contractor:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding//// ☐ YES ☐ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

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SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-11	52.209-4	FIRST ARTICLE APPROVAL-GOVERNMENT TESTING (SEP 1989) - ALTERNATE I	JAN/1997
I-12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN/2005
I-13	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-14	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-15	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-16	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-17	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-18	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-19	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-20	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-21	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-22	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-23	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-24	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
I-25	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-26	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-27	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-28	52.222-29	NOTIFICATION OF VISA DENIAL	JUN/2003
I-29	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-30	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-31	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-32	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-33	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-34	52.225-1	BUY AMERICAN ACT-SUPPLIES	JUN/2003
I-35	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-36	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-37	52.227-3	PATENT INDEMNITY	APR/1984
I-38	52.227-14	RIGHTS IN DATA-GENERAL	JUN/1987
I-39	52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN/1997
I-40	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-41	52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS	JUN/2003
I-42	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-43	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-44	52.232-1	PAYMENTS	APR/1984
I-45	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-46	52.232-11	EXTRAS	APR/1984
I-47	52.232-17	INTEREST	JUN/1996
I-48	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-49	52.232-25	PROMPT PAYMENT	OCT/2003
I-50	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-51	52.233-1	DISPUTES	JUL/2002
I-52	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-53	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-54	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991

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I-55	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-56	52.242-13	BANKRUPTCY	JUL/1995
I-57	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-58	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-59	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-60	52.245-18	SPECIAL TEST EQUIPMENT	FEB/1993
I-61	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-62	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-63	52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING	APR/1984
I-64	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
I-65	52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	APR/2003
I-66	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR/1984
I-67	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-68	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-69	52.251-1	GOVERNMENT SUPPLY SOURCES	APR/1984
I-70	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-71	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-72	252.204-7002 DFARS	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-73	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-74	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2003
I-75	252.204-7004 DFARS	CENTRAL CONTRACTOR REGISTRATION (OCT 2003) - ALTERNATE A	NOV/2003
I-76	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-77	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
I-78	252.215-7000 DFARS	PRICING ADJUSTMENTS	DEC/1991
I-79	252.215-7002 DFARS	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-80	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-81	252.223-7002 DFARS	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-82	252.223-7003 DFARS	CHANGE IN PLACE OF PERFORMANCE-AMMUNITION AND EXPLOSIVES	DEC/1991
I-83	252.223-7004 DFARS	DRUG-FREE WORK FORCE	SEP/1988
I-84	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
I-85	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/2004
I-86	252.225-7013 DFARS	DUTY-FREE ENTRY	JAN/2005
I-87	252.225-7043 DFARS	ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE UNITED STATES	JUN/1998
I-88	252.226-7001 DFARS	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-89	252.229-7000 DFARS	INVOICES EXCLUSIVE OF TAXES OR DUTIES	JUN/1997
I-90	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-91	252.232-7003 DFARS	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
I-92	252.232-7008 DFARS	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-93	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-94	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING	DEC/1991

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I-95	DFARS 252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
I-96	DFARS 252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-97	DFARS 252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-98	DFARS 252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES	NOV/2004
I-99	52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	OCT/2004

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

_____Offeror elects to waive the evaluation preference.

(End of clause)

(IF8005)

I-100	52.248-1	VALUE ENGINEERING	FEB/2000
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(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts: N/A
These data, furnished under the Value Engineering clause of contract (None), shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

(IF8400)

I-101	52.209-1	QUALIFICATION REQUIREMENTS	FEB/1995
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(a) Definition. "Qualification requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) _____

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Name of Offeror or Contractor: _____

(Address) _____

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name _____

Manufacturer's Name _____

Source's Name _____

Item Name _____

Service Identification _____

Test Number _____ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of clause)

(IF6011)

I-102 52.216-18 ORDERING OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by individuals or activities designated in the Schedule. Such orders may be issued from date of award through 31 December 2009.

(End of Clause)

(IF6088)

I-103 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 760 feet, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of 38,000 feet

(2) Any order for a combination of items in excess of 38,000 feet; or,

(3) A series of orders from the same ordering office within one calendar year that together call for quantities exceeding the limitation in subparagraph

(1) or (2) above.

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(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6089)

I-104 52.216-22 INDEFINITE QUANTITY OCT/1995

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after award date plus five (5) years (1,825 days after award date).

(End of clause)

(IF6097)

I-105 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

(B) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

MATERIAL
(If none, insert "None") IDENTIFICATION NO.

(End of Clause)

(IF6350)

I-106 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE JUN/2003

(b) Contractor's obligations.
(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 1,095 days after delivery, or the specified event whose occurrence will terminate the warranty period.

(c) Remedies available to the Government.
(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 60 days after discovery of the defect"].

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(End of clause)

(IF6070)

I-107 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES SEP/1999
DFARS

(a) Definition. Arms, ammunition, and explosives (AA&E), as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/CATEGORY
Charge, Demo Roll 7 ounce Sheet	1375-01-038-6885	II

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier

- (1) For the development, production, manufacture, or purchase of AA&E; or
- (2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, State, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract. (SEE ATTACHMENT TO SOLICITATION FOR FURTHER CLARIFICATION)

(End of clause)

(IA6200)

I-108 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS FEB/2003
DFARS

(a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in Excel format at <http://www.dcmam.mil/onebook/7.0/7.2./7.2.6/reports/modified.xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or

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Federal specifications or standards cited in the solicitation;
 (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
 (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror
 (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
 (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

(IA7015)

I-109 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM APR/2003
 DFARS

(a) Definitions. As used in this clause-

- (1) Component means an article, material, or supply incorporated directly into an end product.
- (2) Domestic end product means

- (i) An unmanufactured end product that has been mined or produced in the United States; or

- (ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that

- (A) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

- (B) It is inconsistent with the public interest to apply the restrictions of the Buy American Act.

- (3) End product means those articles, materials, and supplies to be acquired under this contract for public use.

- (4) Foreign end product means an end product other than a domestic end product.

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(5) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement (DFARS).

(6) Qualifying country component means a component mined, produced, or manufactured in a qualifying country.

(7) Qualifying country end product means

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the following types of components exceeds 50 percent of the cost of all its components:

(A) Components mined, produced, or manufactured in a qualifying country.

(B) Components mined, produced, or manufactured in the United States.

(C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States.

(b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d). Unless otherwise specified, this clause applies to all line items in the contract.

(c) The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American ActBalance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product, the Contractor shall deliver a qualifying country end product or, at the Contractors option, a domestic end product.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(End of clause)

(IA7732)

I-110	252.229-7001	TAX RELIEF	JUN/1997
	DFARS		

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX:_____(Offeror insert) RATE (PERCENTAGE):_____(Offeror insert)

(End of clause)

(IA7006)

I-111	252.229-7001	TAX RELIEF (JUN 97) ALTERNATE I (JUN 97)	JUN/1997
	DFARS		

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX:_____(Offeror insert) RATE (PERCENTAGE):_____(Offeror insert)

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(End of clause)

(IA7007)

I-112 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT MAR/1998
 DFARS

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(End of clause)

(IA7035)

I-113 52.201-4500 AUTHORITY OF GOVERNMENT REPRESENTATIVE FEB/1993
 LOCAL
AUTHORITY OF GOVERNMENT REPRESENTATIVE
52.201-4500 OSC (FEB 1993)

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

(IS7025)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRLS)	04-OCT-04	004	
Exhibit B	PRICING MATRIX TEMPLATE		002	
Attachment 001	PRICING MATRIX INSTRUCTIONS		003	
Attachment 002	CDRL (DD 1423) GUIDANCE		002	
Attachment 003	ADDRESS CODE DISTRIBUTION ECP/RFD/VECP		001	
Attachment 004	DATA DELIVERY DESCRIPTION ECP		009	
Attachment 005	DATA DELIVERY DESCRIPTION RFD		004	
Attachment 006	DOCUMENT SUMMARY LIST		003	
Attachment 007	DD FORM 1423 INSTRUCTIONS		001	
Attachment 008	SECURITY STATEMENT OF WORK		004	
Attachment 009	SUPPLEMENTARY QUALITY ASSURANCE PROVISIONS (SQAP) 402-003	29-JAN-98	007	
Attachment 010	HAZARDOUS MATERIAL WARNING SHEET		001	
Attachment 011	DEFENSE PRIORITIES AND ALLOCATIONS SYSTEMS (15 CFR 700)	03-FEB-96	002	
Attachment 012	DISCLOSURE OF LOBBYING ACTIVITIES		003	

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	52.223-4	RECOVERED MATERIAL CERTIFICATION	OCT/1997
K-3	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	SEP/2004
K-4	252.209-7002	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT DFARS	SEP/2004

- K-5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS MAY/2004
- (a)(1) The North American Industry Classification System (NAICs) code for this acquisition is 325920.
- (2) The small business size standard is 1,000.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

- (b) Representations.
- (1) The offeror represents as part of its offer that it ___is, ___is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ___is, ___is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ___is, ___is not a women-owned small business concern.
- (4) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, _____ is not _____ a veteran-owned small business concern.
- (5) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, _____ is not _____ a service-disabled veteran-owned small business concern.
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-
- (i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

- (c) Definitions. As used in this provision-
- "Service-disabled veteran-owned small business concern"-

- (1) Means a small business concern-
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in

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the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall0

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(KF6003)

K-6 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I APR/2002

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] the offeror shall check the category in which its ownership falls:

Black American

Hispanic American

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lank, Bhutan, the Maldives Islands, or Nepal).

individual/concern, other than one of the preceding.

(KF6004)

K-7 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APR/1985

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

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- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

(KF7005)

K-8 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) MAY/1999

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it o is a women-owned business concern.

(End of provision)

(KF7022)

K-9 52.207-4 ECONOMIC PURCHASE QUANTITY-SUPPLIES MAY/2004

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

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ITEM	QUANTITY	PRICE QUOTATION	TOTAL
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

(KF7003)

K-10 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, DEC/2001
AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ___are not___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have___ have not___, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are___ are not___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has___ has not___, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in

<p>CONTINUATION SHEET</p>	<p>Reference No. of Document Being Continued</p> <p>PIIN/SIIN W52P1J-04-R-0258 MOD/AMD</p>	<p>Page 42 of 50</p>
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Name of Offeror or Contractor:

addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

(KF7033)

K-1152.215-6PLACE OF PERFORMANCEOCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, o intends, o does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE
(STREET ADDRESS, CITY
STATE, COUNTY, ZIP-CODE)

NAME AND ADDRESS OF OWNER
AND OPERATOR OF THE PLANT
OR FACILITY IF OTHER THAN
OFFEROR OR RESPONDENT

(End of provision)

(KF7035)

K-1252.222-22PREVIOUS CONTRACTS AND COMPLIANCE REPORTSFEB/1999

The offeror represents that -

(a) It () has, () has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;

(b) It () has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of provision)

(KF7019)

K-1352.222-25AFFIRMATIVE ACTION COMPLIANCEAPR/1984

The offeror represents that (a) it

() has developed and has on file,

() has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) it

() has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

(KF7020)

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K-14 52.225-2 BUY AMERICAN ACT CERTIFICATE JUN/2003

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(b) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

(KF7031)

K-15 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992

DFARS

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7500)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402. (LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-2	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-3	52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITIONS	JAN/2004
L-4	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-5	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
L-6	52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	MAY/1999
L-7	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
L-8	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
L-9	252.225-7042	AUTHORIZATION TO PERFORM	APR/2003
	DFARS		

L-10 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE SEP/1990
Any contract awarded as a result of this solicitation will be a D.O. rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

(LF6019)

L-11 52.216-1 TYPE OF CONTRACT APR/1984
The Government contemplates award of a Firm Fixed Price 5 year Indefinite Delivery - Indefinite Quantity contract with range pricing resulting from this solicitation. The range pricing has a low of 10 rolls (760 Feet) and a High of 500 rolls (38,000 feet).

(End of provision)

(LF6008)

L-12 52.233-2 SERVICE OF PROTEST AUG/1996
(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mark E. Haldeman, Contracting Officer, Army Field Support Command, Bldg 350, 6th Floor C-3, 1 Rock Island Arsenal, Rock Island, Illinois 61299-6000.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

(LF6021)

L-13 52.211-4510 PARTNERING AUG/2001

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Name of Offeror or Contractor:

AMC

The principal government representatives for this effort will be:

Mark E. Haldeman, Procuring Contracting Officer, AMSFS-CCA-M, Army Field Support Command, Bldg 350, 6th Floor, C-3, Rock Island, IL 61299-6000 Email MARK.HALDEMAN@us.army.mil

Tel: 309-782-3414

Carl H. McDonald, Contract Specialist, AMSFS-CCA-M, Army Field Support Command, Bldg 350, 6th Floor, C-3, Rock Island, IL 61299-6000 Email carl.mcdonald1@us.army.mil

Tel: 309-782-3916

(End of Provision)

(LM6100)

L-14	52.211-4501	SINGLE PROCESSING INITIATIVES SAVINGS PROVISION	AUG/1999
	LOCAL		

(LS6040)

L-15	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	APR/1984
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(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of provision)

(LF7015)

L-16	47.304-1(B)	F.O.B. POINT (RFPS)	SEP/1995
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Offers are requested to be submitted on an F.O.B. basis as set forth in Section B and/or F.

(End of Provision)

(LF7007)

L-17	15.403-5	INSTRUCTIONS FOR SUBMISSION OF COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA	MAY/2002
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(a) Cost or Pricing Data shall be submitted in the format in Table 15-2 of FAR 15.408 or other format as stated in provision FAR 52.215-20 - Alternate I along with your proposal.

(b) The Cost or Pricing Data shall be submitted simultaneously to the Contracting Officer and the Administrative Contracting Officer.

(c)(1) If you use Microsoft (MS) Excel or a compatible spreadsheet software in proposal preparation, please provide an IBM compatible/MS Excel format, electronic/digital copy of the spreadsheet, which includes all process formulas, with your proposal. You are encouraged to transmit this data via e-mail. As an alternative, removable computer media, i.e., 3.5" floppy disks, "ZIP" drive media, or CD/DVD-ROM disks, may be submitted. These media should be protected from shipping hazards. Large files may be compressed, e.g., using "PK Zip" or "WinZip", to expediate upload/download or to minimize media requirements. Any physical media will not be returned.

(2) If you do not employ Microsoft Excel, or a compatible software, you need not submit digital media.

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Name of Offeror or Contractor:

(End of provision)

(LF7014)

L-18 15.403-5(A) COST DATA BREAKDOWN OCT/1997

(End of Provision)

(LF7012)

L-19 AMC AMC-LEVEL PROTEST PROGRAM DEC/2000

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001
Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:
<http://amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-level Protest Procedures.

(End of provision)

(LM7010)

L-20 52.212-4501 ELECTRONIC AWARD NOTICE APR/2001
LOCAL

1. Any contract awarded as a result of this solicitation will be posted to the Electronic Document Access (EDA) system website, <http://eda.ogden.disa.mil/>, and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above. In order to obtain an electronic copy of the award, you must be registered in the EDA system. Guidance/instructions for registration can be obtained at the above website.

2. Notice of award to the contractor receiving the award will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Federal Business Opportunities (FedBizOpps) - FBO Synopsis/Award Search website <http://www.fedbizopps.gov/or> the Army Single Face to industry (ASFI)/Procurement Notifications website <http://acquisition.army.mil> to determine if he/she has received an award. In this event, the vendor's failure to check FEDBIZOPPS or the ASFI in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

3. Notice of award to unsuccessful offerors shall be issued only via electronic mail from the Contracting Office or via the FedBizOpps/Vendor Notification feature. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the ASFI/Procurement Notifications or the FedBizOpps/Award Notification to determine if an award has been made. In this event, the vendor's failure to check these sites to determine if an award has been made shall not constitute grounds for an extension of any protest period allowed by regulation.

VENDOR'S ELECTRONIC MAIL (EMAIL) ADDRESS:

(End of provision)

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(LS7100)

L-21 52.214-7 LOCAL HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS AUG/2004

Effective 09 August 2004, should you elect to hand-deliver your bid, quote, or proposal, you must enter Rock Island Arsenal via the Moline entrance gate, and proceed to the Visitor Control Center (Building 23) to obtain a security badge/registration. The Visitor Control Center hours of operation are from 6:00 a.m. until 3:30 p.m. CT. Upon arrival, ask the Visitor Control Center attendant to contact the AFSC Bid, Quote and Proposal Receiving Area, (309)782-7245/5053. If there is no answer on either of these extensions, the attendant should call (309)782-6895 to reach an alternate point of contact. If you use a delivery service it is your responsibility to ensure they are provided these instructions.

For deliveries made after 3:30 p.m. CT, the carrier must ask the Police Officer at the Moline entrance gate to call the AFSC Proposal Receiving Area or alternate number provided in the preceding paragraph so a visitor decal can be issued to enter the Arsenal. The carrier must then proceed to Police Headquarters, Building 225, to obtain a badge, as one cannot be issued out at the gate after 3:30 p.m. CT.

Delivery is to be made to Building 350, 5th Floor, North Bay between Poles E3 and E4, "Bid, Quote, and Proposal Receiving Area", (309)782-7245/5053.

Packages must be delivered between the hours of 8:00 a.m. and 4:00 p.m. CT, Monday through Friday. No packages will be accepted on Federal Holidays.

In the event this solicitation is an Invitation for Bids, reference FAR 52.214-7, "Late Submissions, Modifications, and Withdrawal of Bids" (Nov 1999). Conversely, if this solicitation is either a Request for Quotations or Request for Proposals, reference FAR 52.215-1, "Instructions to Offerors - Competitive Acquisitions."

(End of provision)

(LS7003)

L-22 52.215-4501 ARSENALS AS SUBCONTRACTORS JUN/2000
LOCAL

This solicitation is open to competition between Department of Defense activities and private firms. Under the authority of 10 U.S.C. 2208(j), applicable working capital funded facilities are available as potential subcontractors.

(End of provision)

(LS7020)

L-23 52.222-1100 10 U.S.C. 4543 PILOT PROGRAM FEB/2003
LOCAL

Congressional language in Section 141 of the 1998 Defense Authorization Act (10 U.S.C. 4543 Pilot Program) allows "not more than three Army Industrial facilities" to sell manufactured articles and services in support of DoD weapons systems without regard to availability from domestic sources. The three Army industrial facilities in this program are McAlester Army Ammunition Plant, McAlester, OK; Rock Island Arsenal, Rock Island, IL; and Watervliet Arsenal, Watervliet, NY.

These facilities cannot submit offers as the prime contractor on this solicitation, but in accordance with the above-described pilot program can act as a subcontractor to potential prime contractors when the statutory requirements (10 U.S.C. 4543) are met.

If you are interested in obtaining information about their capabilities, please contact the following:

McAlester Army Ammunition Plant
Mr. Paul McDaniel, Attn: JMCMC-MO
McAlester, Oklahoma 74501-9002
(918) 420-6452
mcdanpd@mcalestr-emh3.army.mil

Rock Island Arsenal
Mr. William Peiffer, Attn: SOSRI-AP
Rock Island, Illinois 61299-5000

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Name of Offeror or Contractor:

(309) 782-5178/4479
peifferw@ria.army.mil

Watervliet Arsenal
Mr. Ed McCarthy, Attn: AMSTA-WV-ODP
Watervliet, New York 12189-4050
(518) 266-5052
emccarthy@wva.army.mil

(End of clause)

(LS7010)

L-24 15.503 LOCAL DISCLOSURE OF UNIT PRICES

FEB/2004

Unless the offeror notifies the contracting officer, prior to submission of its initial proposal, of an objection to disclosure of its unit price, it is the Government's intent to publicly release (which would include, but is not limited to, a public award synopsis, contractor debrief, procurement history web posting, or Freedom of Information Act (FOIA) request) the unit price(s) stated in the contract awarded under this solicitation. Any objection must be submitted in writing, providing a detailed explanation of how release of the awarded unit price would result in a substantial competitive harm to the contractor. Objections will be reviewed to determine whether harm has been substantiated. Failure to timely notify the contracting officer waives any objection to disclosure of the unit price. A "unit price" is defined as the specified amount to be paid by the Government for the goods or services stated per unit, contract line item, or separately identified contract deliverable. The term "unit price" does not include any information on how the unit price was determined. This constitutes notification pursuant to Executive Order 12600.

(End of provision)

(LS7001)

L-26 EVALUATION FACTORS FOR AWARD

PRICE AND PRICE RELATE FACTORS ARE THE ONLY ITEMS BEING EVALUATED UNDER THIS SOLICITATION. AWARD WILL BE MADE TO THAT OFFEROR SUBMITTING THE LOWEST AGGREGATE ON EXHIBIT B TOGETHER WITH ANY OTHER PRICE RELATED FACTORS (i.e. CLAUSE M-1 "EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND RESEARCH PROPERTY" IF APPLICABLE) SET FORTH IN THE SOLICITATION.

*** END OF NARRATIVE L 001 ***

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SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.232-15	PROGRESS PAYMENTS NOT INCLUDED	APR/1984
M-2	52.247-50	NO EVALUATION OF TRANSPORTATION COSTS	APR/1984
M-3	52.245-4519 LOCAL	EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND RESEARCH PROPERTY	AUG/1993

(a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical eliminate the competitive advantage accruing to a contractor possessing Government production and research property.

(b) If the offeror plans to use any item of Government production and research property in possession of the offeror or his proposed subcontractors under a facilities contract or other agreement with the Government independent of this solicitation, the offeror shall so indicate by checking the applicable box(es) below and by identifying such facilities contract or other agreement under which the property is held.

☐ Offer is predicated on use of Government property in offeror's possession.

☐ Offer is predicated on use of Government property in offeror's proposed subcontracts of vendors.

Identification of facilities contract or other agreement under which such property is held!

Type of Contract or Agreement:_____

Number and Date:_____

Cognizant Government Agency (including address):_____

(c) Offeror is required to submit with his offer:

(1) The written permission of the Contracting Officer having cognizance over the property for use of that property, and whether such use will be on a rental or rent-free basis.

(2) A list or description of all Government production and research property which the offeror or his anticipated subcontractors propose to use on a rent-free basis. AMCCOM Form 71-R or equivalent will be used.

(d) To eliminate the competitive advantage an evaluation factor shall be added to each offer which is predicated on the use of the above detailed existing Government production and research property.

(e) For rent-free use of Government-owned production and research property, such use shall be evaluated by adding to the price of the item(s) at the rates set forth in FAR 52.245-9 for each month of the proposed production period. Where both rental use and rent-free use will occur during the same production period, the rent and the evaluation in lieu of rent-free use will be computed in accordance with the formula for proration set forth in the Use and Charges clause, FAR 52.245-9.

(f) The months that will be used for the purpose of the evaluation will be the period computed in months set forth by the offeror:_____months (this period shall include the first, last, and all intervening months). The Contractor will be liable to pay rent for use of any Government-owned property which exceeds the time specified in this clause. If the bidder/offeror fails to specify the number of months in the blank provided, the delivery schedule will be used to determine the number of months of rent free use required through the month scheduled for final delivery.

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(g) The Government shall compute the use-evaluation factor, per-unit-procured, in accordance with the following formula:

$$\frac{\text{TxRxPxS}}{Q} = C$$

T: Total acquisition cost of facilities (including, if paid by the Government, cost of transportation and installation as well as any cost expended to enhance the condition of the machine).

R: Rental rate.

P: Production period (months).

Q: Quantity of items to be procured.

S: Pro rata share, if applicable.

C: Evaluation factor to be added to unit price.

(h) This evaluation procedure shall not be applicable to any item or items of Government property held by the offeror under a valid lease or rental arrangement with the Government wherein the offeror is granted right of usage of such property and must pay a rental thereon for the entire leasehold/rental period irrespective of actual usage.

(i) If Government production and research property is being used on other work under one or more existing contracts for which use has been authorized, the evaluation factor shall be determined by prorating the rent between the proposed contract and such other work. The pro-rata share applicable to a proposed contract shall be determined by multiplying the full rental charge for use of Government production and research property for the period for which rent-free use is requested by a fraction, the numerator of which is the amount of use of such property requested by the contractor under this proposed contract and the denominator of which is the sum of the previous authorized use of the property by the contractor for the period and the use requested under the proposed contract. The Contractor must indicate in it's bid offer if a pro-rata share is applicable for this procurement.

(j) Special considerations relating to use of Government-owned facilities and special tooling by subcontractors.

- (1) Evaluation factors applied to prime contractor's offers will be the same for both proposed prime contractor's and subcontractor's use of Government-owned property, including evaluation rates and production period.
- (2) In the event that any prospective subcontractor desiring use of Government property pursuant to this provision refuses to quote a price to any prospective prime contractor or refuses to quote on an equal basis to all prospective prime contractors, the Government reserves the right to:

(i) Refuse to authorize the subcontractors use of such property, or;

(ii) Evaluate 100% of the acquisition cost (including cost of transportation, and installation, and enhancement paid by the Government) of such property against the offer of the prime contractor proposing to use such subcontractor.
- (End of provision)
- (MS7005)
- M-6 EVALUATION FACTORS FOR AWARD
- PRICE AND PRICE RELATE FACTORS ARE THE ONLY ITEMS BEING EVALUATED UNDER THIS SOLICITATION. AWARD WILL BE MADE TO THAT OFFEROR SUBMITTING THE LOWEST AGGREGATE ON EXHIBIT B TOGETHER WITH ANY OTHER PRICE RELATED FACTORS SET FORTH IN THE SOLICITATION.
- *** END OF NARRATIVE M 001 ***